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August 1, 2022

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**VIA ECF**

Honorable Brian M. Cogan  
United States District Judge  
United States District Court  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: Christopher Otigbo v. JDS Development Group, LLC, et al.  
Docket No. 21-cv-04143 (BMC)

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Dear Judge Cogan:

We represent Defendants JDS Development Group LLC d/b/a JDS Development LLC, JDS Development LLC, JDS Development Construction Services LLC, JDS Construction Group LLC, JDS Construction Services LLC, JDS Construction Group LLC and Michael Jones individually (collectively, "Defendants") in this matter.

The parties respectfully request that the Court approve the dismissal of this action with prejudice and submit an executed stipulation to be So-Ordered.

Respectfully submitted,

KAUFMAN BORGEEST & RYAN LLP

A handwritten signature in blue ink that reads 'Joan M. Gilbride'.

Joan M. Gilbride

cc: all counsel of record (via ECF)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CHRISTOPHER OTIGHO,

Plaintiff,

-against-

JDS DEVELOPMENT GROUP LLC d/b/a  
JDS DEVELOPMENT LLC,  
JDS DEVELOPMENT LLC,  
JDS DEVELOPMENT CONSTRUCTION  
SERVICES LLC,  
JDS CONSTRUCTION GROUP LLC  
JDS CONSTRUCTION SERVICES LLC,  
TRADESMEN INTERNATIONAL LLC,  
CRISTINO TORRUELLA, individually, and  
MICHAEL JONES, individually.

Defendants.

Case No.: 1:21-cv-04143-BMC

**STIPULATION OF  
DISCONTINUANCE**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant or an incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action be, and the same hereby is discontinued with prejudice and on the merits pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) without costs or disbursements to either party as against the other.

**IT IS FURTHER STIPULATED AND AGREED** that facsimile and/or photocopied signatures will be deemed to have the same force and effect as originals.

**IT IS FURTHER STIPULATED AND AGREED** that this stipulation may be filed without further notice with the Clerk of the Court.

Dated: July 28 2022  
New York, New York

DEREK SMITH LAW GROUP PLLC



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KAUFMAN BORGEESE & RYAN LLP



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GROUP LLC d/b/a JDS DEVELOPMENT  
LLC, JDS DEVELOPMENT  
CONSTRUCTION SERVICES LLC, JDS  
CONSTRUCTION GROUP LLC, JDS  
CONSTRUCTION SERVICES LLC, and  
Michael Jones individually*  
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SO ORDERED:

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